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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SEVEN

RAFIK KAMELL,

Plaintiff and Appellant,

v.

NASSER YASSA,

Defendant;

SHAWNEE SAAS,

Third Party Claimant and
Respondent.

B286632

(Los Angeles County
Super. Ct. No. VC053460)

APPEAL from a judgment of the Superior Court of Los Angeles County, Lori Ann Fournier, Judge. Affirmed.

Rafik Kamell, in pro. per., for Plaintiff and Appellant.

The Law Office of Herb Fox and Herb Fox for Third Party Claimant and Respondent.

Plaintiff Rafik Kamell appeals from a judgment entered in favor of Shawnee Saas following a bench trial on Saas's third party claim. Saas filed her claim after Kamell obtained a writ of execution to enforce a judgment against defendant Nasser Yassa and levied funds in Saas's bank account. Kamell asserted Yassa and Saas were married, and the funds were therefore community property. The trial court found Saas met her initial burden to show her entitlement to the funds, and the burden shifted to Kamell to show a superior interest. Kamell presented witness testimony and circumstantial documentary evidence to prove Yassa and Saas were married. The court found Kamell had not carried his burden to prove a legal marriage between Yassa and Saas.

On appeal Kamell contends the trial court erred by depriving him of the opportunity to cross-examine Saas at the hearing and relying on the hearsay declarations of Yassa and Saas. Although Kamell is correct the declarations of Yassa and Saas were hearsay, any error by the trial court in considering the declarations was harmless. We affirm.

FACTUAL AND PROCEDURAL BACKGROUND

A. Kamell's Judgment Against Yassa

On June 21, 2011 the trial court entered a judgment enforcing a settlement agreement between Kamell and Yassa, under which Yassa was required to pay Kamell \$80,000 in three payments.¹ The judgment ordered Yassa to make the final payment on which he had defaulted, for \$40,000 plus interest.

¹ On September 20, 2018 we granted Saas's motion to augment the record with Saas's May 24, 2017 verified third party

On May 11, 2017 Kamell obtained a writ of execution for \$63,982.88 on the unpaid judgment, including statutory costs and accrued interest. The sheriff issued a notice of levy on bank accounts held by Kamell and Saas, based on Kamell's declaration he was "informed and believe[d] that Shawnee Saas aka Shawnee Meeks is the spouse of Judgment Debtor Nasser Yassa, and therefore, under [Code of Civil Procedure section] 695.020, the levy is appropriate."²

B. Saas's Third Party Claim

On May 24, 2017 Saas filed a verified third party claim asserting her account funds had been wrongfully levied because the funds were her property alone, and she was not married to Yassa. Saas attached a declaration stating she was "a single woman, not married and not anyone's registered domestic partner," and she was not married to or the spouse or registered domestic partner of Yassa. Saas attached a letter from her bank's financial center operations manager Jesse Hernandez-

claim, Kamell's June 8, 2017 petition for a hearing on the third party claim, the June 21, 2011 judgment, the superior court's June 8, 2017 minute order, Kamell's July 12, 2017 notice of hearing on third party claim, and Kamell's July 20, 2017 opposition to Saas's third party claim. Although some of the documents are not file-stamped, Kamell does not object to the documents on the basis they were not filed in the trial court.

² Code of Civil Procedure section 695.020, subdivision (a), provides, "Community property is subject to enforcement of a money judgment as provided in the Family Code." All further undesignated statutory references are to the Code of Civil Procedure.

Flores, which stated Saas opened the subject account and “is the sole owner of [the] account with no other signers.”

On June 8, 2017 Kamell filed a petition and ex parte application requesting a hearing on Saas’s third party claim.³ The trial court set a hearing for July 20, with Kamell’s opposition due by July 11 and Saas’s reply due by July 17.

On July 12 Kamell served his opposition on Saas’s counsel, in which he argued Saas could not meet her burden to show she was not married to Yassa. Kamell attached his own declaration and one from Ashraf Riad. Kamell and Riad both declared Yassa had told them in 2010 he had married Saas and adopted Saas’s daughter. Kamell also attached documents showing Yassa and Saas made three donations to the Menlo Park-Atherton Education Foundation as “Shawnee and Nasser Yassa.”

In her reply, Saas asserted she had met her burden to show her entitlement to the account funds because the account was in Saas’s name alone, and the funds were her sole property. Saas argued it was Kamell’s burden to show she was married to Yassa, which Kamell failed to do because his evidence did not satisfy the legal requirements to prove a marriage pursuant to the Family Code. Saas attached a declaration, in which she declared she was “a single woman” and “the sole owner of [the levied bank] account and no one but [Saas] has signing authority.” Saas declared she had “legally changed [her] daughter’s name to have the surname Yassa” because Yassa had “assumed the role of her father in

³ The ex parte application is not part of the record on appeal, and the trial court docket does not reflect the filing of a petition or ex parte application on June 8, 2017. However, a June 8, 2017 minute order reflects the court granted Kamell’s ex parte application for a hearing on Saas’s third party claim.

principle, even though he is not her biological father,” and “he has not legally adopted [Saas’s] daughter.” Saas attached as an exhibit the letter from her bank’s operations manager stating she was the sole owner of the account.

Yassa submitted a declaration in support of Saas’s third party claim, stating, “I am not now and have never been married to Saas, in any fashion whatsoever.” Yassa also disclaimed any “any right, title and/or interest of any nature” in the levied account funds. He denied ever telling Kamell and Riad he was married to Saas.

On July 20, 2017, the day of the hearing on Saas’s third party claim, Kamell filed two motions in limine to exclude the declarations of Yassa and Saas filed in support of Saas’s reply. Kamell argued he was entitled to a bench trial on Saas’s claim, and the declarations were inadmissible hearsay.

C. The Hearing on Saas’s Third Party Claim

Yassa and Saas were each represented by counsel at the hearing, but neither personally appeared.⁴ The attorneys for Yassa and Saas argued Kamell was not entitled to call witnesses because during the June 8 hearing on his ex parte application Kamell’s prior counsel had stipulated to the third party claim

⁴ Kamell objected to the appearance of Yassa’s attorney at the hearing, arguing the debtor has no right to participate in third party claim proceedings, but the trial court allowed the attorney to participate. On appeal, Yassa has filed a joinder in Saas’s brief as a respondent. On our own motion we strike Yassa’s joinder because Yassa has not appealed the judgment and is not properly a party in this appeal.

being decided on the briefing and declarations.⁵ Kamell's counsel denied Kamell had waived his right to call witnesses at the hearing.

The trial court overruled Kamell's objections to the declarations of Yassa and Saas. Relying on the letter from the bank's operations manager, the trial court found Saas had met her initial burden to show her entitlement to the account funds. The trial court found the burden therefore shifted to Kamell, and it directed him to call his witnesses. Kamell's counsel protested that Saas was not present at the hearing: "I believe . . . you are depriving us of our opportunity to cross-examine the claimant." The court responded, "You could have subpoenaed her if that's what you wanted to do."

Riad and Kamell testified on Kamell's behalf. Riad testified he previously lived with Kamell and Yassa, until Yassa moved to San Francisco. On July 19, 2010, the date on which Yassa and Kamell entered into the underlying settlement agreement, the three men had dinner at their former residence. During the meal, Yassa told Riad, "I got married and I have a kid now. . . . [B]ut nobody knows about our marriage except you."⁶

⁵ The attorneys for Yassa and Saas also argued the trial court should not consider Kamell's opposition, which was served on Saas's attorney one day after the filing deadline. In addition, according to the court docket, Kamell never filed his opposition with the court. The record does not reflect whether the court considered the opposition brief. However, the court considered the exhibits Kamell attached to his opposition, which were submitted to the court at the hearing.

⁶ Yassa's counsel objected to Riad's testimony relaying Yassa's statements about his marriage to Saas, arguing "out-of-court statement[s]" could not show Yassa had "a legally valid

Riad understood Yassa was married to a woman named Shawnee. On cross-examination Riad acknowledged he had not seen a marriage license between Yassa and Saas. Yassa said he had moved to San Francisco to get married, and to Riad's knowledge, Yassa was still living there. Riad did not know the exact location of the wedding or who attended or performed the ceremony.

Kamell testified he had lived with Yassa until 2009, when Yassa left to move in with Saas. In 2010 Yassa told Kamell he was "living with [Saas] in [her] house along with his adopted daughter." Yassa twice told him he had married Saas. Yassa told Kamell the marriage was a secret from Saas's ex-husband.

Kamell hired a private investigator in his effort to collect on the judgment. According to Kamell, the investigator located a declaration by Saas filed in a civil action in San Mateo County in 2013 regarding a change of name for Saas's daughter.⁷ The investigator also located documents showing Saas ran a marathon two months earlier using the name "Shawnee Yassa," and Yassa and Saas made several donations to the school of Saas's daughter in the names "Nasser and Shawnee Yassa." The trial court took judicial notice of the roster of participants in the

marriage under [the] Family Code," and on this basis Yassa raised "a general objection to all questioning and answers on the grounds of relevancy under [section] 352 of the Evidence Code." Yassa's counsel did not object specifically on hearsay grounds, nor does he or Saas argue on appeal the testimony about Yassa's statements was hearsay.

⁷ The investigator did not testify at the hearing. The 2013 declaration of Saas is not part of the record on appeal, but the hearing transcript reflects the trial court considered the declaration in reaching its decision.

marathon and the donation records, all of which were taken from public websites.⁸ Kamell’s investigator was not able to locate a marriage license issued to Yassa and Saas, despite searching for a license in “three counties within or around the San Francisco area.”

In closing, Kamell’s counsel argued Saas had not met her burden of proof with admissible evidence, and Kamell’s counsel was “disappointed that [he] did not have the opportunity to cross-examine the witnesses” Kamell’s counsel concluded, “I think there is an incomplete picture here that was short circuited by how this proceeding went down”

The trial court ruled in favor of Saas, finding Kamell had not met his burden to show a valid marriage between Yassa and Saas. The court explained, “I don’t have any evidence of [a] marriage license, which I think will be the first and most important evidence of a marriage. People hold themselves to be married but without a license[.] [T]he fact that they use a similar name isn’t enough. The declaration about the daughter[.] [S]he’s not his biological daughter. He agreed to [have her] take [his] name on so that he could raise her as his own. And that’s not evidence of a marriage. . . . You have evidence that they used the name together. You have evidence that they used the name separately and I don’t think any of this rises to the level of

⁸ Kamell also testified the investigator located a 2017 grant deed identifying Saas as “a married woman.” However, the trial court sustained Yassa’s objection to admission of the deed for lack of foundation because Kamell did not offer a certified record of the deed. Kamell does not argue on appeal this ruling was in error. We do not consider the purported deed in light of the trial court’s ruling sustaining Yassa’s objection.

evidence of a marriage. You don't have details about a date, time, [or] location of a wedding. And you're speculating that it's a confidential marriage. You don't have any evidence of a confidential marriage." The court noted the evidence presented by Kamell included that Yassa and Saas "filed for a business in two separate names, they donate money to the school in one name and . . . the daughter has the name of this man because he adopted her."⁹ The court emphasized, "The bank account is in her name solely," and reasoned it would be "prejudicial to someone who has an account in their name to lose the account because people said they were married." The court concluded, ". . . I don't find that the evidence [of marriage] is compelling."

On October 30, 2017 the trial court entered an order and judgment granting Saas's third party claim.¹⁰ Kamell timely appealed.

DISCUSSION

A. *Third Party Claim Proceedings and Standard of Review*

Where personal property has been levied upon under a writ of execution, a person claiming ownership may assert a third

⁹ The record does not contain a document showing Yassa and Saas formed a business in their separate names; rather, Kamell testified his investigator located a public record that showed Yassa and Saas formed a business. It appears the trial court reviewed a document submitted by Kamell showing the business was formed in Yassa's and Saas's separate names.

¹⁰ The trial court entered the order nunc pro tunc, purporting to make the order effective as of the July 20, 2017 hearing date.

party claim alleging a superior interest in the property.¹¹ (§ 720.110; *Olsen v. Santa Barbara's Gracious Living, Inc.* (2002) 103 Cal.App.4th 1377, 1379 [trial court erred in denying third party claim of moving company asserting personal property was security for its transport and storage of the property].)

After filing a claim with the levying officer setting forth an interest in property (§ 720.120), “either the creditor or the third person may petition the court for a hearing to determine the validity of the third-party claim and the proper disposition of the property that is the subject of the claim” (§ 720.310, subd. (a); accord, *Oxford Street Properties, LLC v. Rehabilitation Associates, LLC* (2012) 206 Cal.App.4th 296, 307 (*Oxford Street*)).

“At a hearing on a third-party claim, the third person has the burden of proof.” (§ 720.360; accord, *Oxford Street, supra*, 206 Cal.App.4th at p. 307.) The third party must prove its interest in the property by a preponderance of the evidence. (*Whitehouse v. Six Corp.* (1995) 40 Cal.App.4th 527, 535.) “Once the third party establishes its entitlement to the property, the burden shifts to the creditor . . . to establish that its claim is superior.” (*Oxford Street*, at p. 307; accord, *ITT Commercial Finance Corp. v. Tech Power, Inc.* (1996) 43 Cal.App.4th 1551, 1558 [creditor failed to rebut evidence submitted by third party claimant showing proceeds from sale of property on which

¹¹ Section 720.110 provides, “A third person claiming ownership or the right to possession of property may make a third-party claim under this chapter in any of the following cases if the interest claimed is superior to the creditor’s lien on the property: [¶] . . . [¶] (b) Where personal property has been levied upon under a writ of attachment, a writ of execution, a prejudgment or postjudgment writ of possession, or a writ of sale.”

claimant held a security interest exceeded balance of levied bank account]; *Whitehouse*, at p. 535 [where third party showed ownership of attached property, burden shifted to creditor to show debtor fraudulently transferred interest in property to third party].)

“We review the trial court’s factual findings regarding the ownership of the funds on deposit in the two accounts for substantial evidence. [Citation.] Under that standard, we consider whether there is any evidence, contradicted or uncontradicted, which will support the trial court’s finding.” (*Oxford Street*, *supra*, 206 Cal.App.4th at p. 307; accord, *Full Throttle Films, Inc. v. National Mobile Television, Inc.* (2009) 180 Cal.App.4th 1438, 1440-1444 [trial court order releasing levied property in response to third party claim reversed for lack of substantial evidence].)

“However, when the trier of fact has expressly or implicitly concluded the party with the burden of proof did not carry the burden and that party appeals, “it is misleading to characterize the failure-of-proof issue as whether substantial evidence supports the judgment. . . . [¶] Thus, where the issue on appeal turns on a failure of proof at trial, the question for a reviewing court becomes whether the evidence compels a finding in favor of the appellant as a matter of law. [Citations.] Specifically, the question becomes whether the appellant’s evidence was (1) ‘uncontradicted and unimpeached’ and (2) ‘of such a character and weight as to leave no room for a judicial determination that it was insufficient to support a finding.’”” (*Patricia A. Murray Dental Corp. v. Dentsply Internat., Inc.* (2018) 19 Cal.App.5th 258, 270 (*Patricia A. Murray Dental Corp.*); accord, *Atkins v. City of Los Angeles* (2017) 8 Cal.App.5th 696, 734 [employer’s evidence

did not compel a result contrary to jury's finding that accommodation of employees' disabilities would not impose undue hardship on employer]; *Dreyer's Grand Ice Cream, Inc. v. County of Kern* (2013) 218 Cal.App.4th 828, 838.)

B. *The Trial Court Did Not Err in Holding a Hearing on Saas's Third Party Claim Without Affording Kamell an Opportunity To Cross-examine Saas*

Kamell contends the trial court deprived him of a fair hearing by not affording him an opportunity to cross-examine Saas. Kamell's contention lacks merit because the trial court provided Kamell with a full evidentiary hearing at which Kamell could have called witnesses, including Saas.

Because Saas was represented by counsel at the hearing, she was not required to appear. (*In re Marriage of George & Deamon* (2019) 35 Cal.App.5th 476, 482 [parties to civil proceedings are not generally required to personally appear if represented by counsel]; *In re Dolly D.* (1995) 41 Cal.App.4th 440, 445 ["The general rule is that personal appearance by a party at a civil proceeding is not essential; appearance by an attorney is sufficient and equally effective."].)

Kamell could have obtained Saas's presence at the hearing by serving Saas with a notice to appear at least 10 days before the hearing. (§ 1987, subd. (b) ["In the case of the production of a party to the record of any civil action or proceeding . . . , the service of a subpoena upon any such witness is not required if written notice requesting the witness to attend before a court, or at a trial of an issue therein, with the time and place thereof, is served upon the attorney of that party or person."]; *In re Marriage of George & Deamon, supra*, 35 Cal.App.5th at pp. 482-

483 [wife forfeited her right to present live testimony at sanctions hearing by failing to serve husband with notice to appear under § 1987, subd. (b)].) Kamell failed to serve Saas with a notice to appear or to request the trial court continue the hearing to allow him to do so. Under these circumstances, the trial court did not err in deciding Saas's claim without her live testimony.

C. *Any Error in Admitting the Declarations of Yassa and Saas Was Harmless*

Kamell contends the trial court erred in denying his motions in limine to exclude the declarations of Yassa and Saas in support of Saas's reply. Kamell argues the declarations were inadmissible hearsay, and in their absence Saas could not meet her initial burden of proof to show her entitlement to the levied account funds. In response, Saas contends declarations are admissible in third party claim proceedings due to "the summary nature" of the proceedings. Kamell is correct the declarations were hearsay, but any error by the trial court in considering the declarations was harmless.

Although third party claim proceedings are in some respects summary (see *Whitehouse v. Six Corp.*, *supra*, 40 Cal.App.4th at p. 535 [no right to a jury trial, discovery, or trial court findings in third party claim proceedings]), Saas provides no authority for the proposition that declarations are admissible evidence at a hearing on a third party claim. Saas's reliance on *Komas v. Future Systems, Inc.* (1977) 71 Cal.App.3d 809 is misplaced. The court in *Komas* concluded the judgment creditor had forfeited his objection to the third party's failure to introduce into evidence the documents in support of his third party claim because the trial court and the parties treated the

documents as evidence at the hearing. (*Id.* at p. 812.) Here, Kamell moved to exclude the declarations of Yassa and Saas as inadmissible hearsay, but the trial court denied Kamell's motions.

Kamell is correct the declarations were inadmissible hearsay. (*Perry v. Bakewell Hawthorne, LLC* (2017) 2 Cal.5th 536, 541 ["Declarations themselves are not ordinarily admissible because they are hearsay."]; *Elkins v. Superior Court* (2007) 41 Cal.4th 1337, 1354 ["[D]eclarations constitute hearsay and are inadmissible at trial, subject to specific statutory exceptions, unless the parties stipulate to the admission of the declarations or fail to enter a hearsay objection."]; *Whitehouse v. Six Corp.*, *supra*, 40 Cal.App.4th at p. 538 [in third party claim proceeding, trial court erred in taking judicial notice of hearsay allegations contained in declarations that were part of a court file]; see Evid. Code, § 1200.)¹²

However, the trial court did not rely on the declarations of Yassa and Saas in determining Saas met her burden to show the levied account funds were her property. Rather, the court relied on the letter from her bank's operations manager stating Saas was the sole owner and signatory on the account.¹³ The letter

¹² The record does not support Saas's contention the parties stipulated to the admissibility of the declarations to resolve her third party claim. Saas asserts the parties stipulated at the hearing on Kamell's ex parte application, but Kamell disputed he waived his right to elicit live testimony, and Saas failed to provide a transcript of the prior proceeding showing a waiver.

¹³ Kamell did not object to the bank's letter in the trial court, and he does not on appeal dispute Saas was the sole signatory on the bank account.

provides substantial evidence the account funds belonged to Saas. (See Civ. Code, § 679 [“The ownership of property is absolute when a single person has the absolute dominion over it, and may use it or dispose of it according to his pleasure, subject only to general laws.”]; Evid. Code, § 638 [“A person who exercises acts of ownership over property is presumed to be the owner of it.”].)

Because the trial court found Saas met her burden based on the bank letter, not the declarations, any error in denying Kamell’s motions to exclude the declarations was harmless because the error did not prejudice Kamell. (Cal. Const., art. VI, § 13 [“No judgment shall be set aside . . . on the ground of . . . the improper admission or rejection of evidence . . . unless, after an examination of the entire cause, including the evidence, the court shall be of the opinion that the error complained of has resulted in a miscarriage of justice.”]; Code of Civ. Proc., § 475 [“No judgment . . . shall be reversed or affected by reason of any error . . . unless it shall appear from the record that such error . . . was prejudicial”]; *Donohue v. AMN Services, LLC* (2018) 29 Cal.App.5th 1068, 1104 [“because [appellant] did not meet her burden of establishing prejudice, any error in excluding the evidence is harmless”].)¹⁴

¹⁴ The trial court appears to have relied on Saas’s statement in her declaration her daughter had taken Yassa’s name so Yassa “could raise her as his own.” But Kamell does not dispute Saas’s daughter changed her name to “Yassa” because Yassa was raising Saas’s daughter as his own. It is therefore not “““reasonably probable that a result more favorable to the appealing party would have been reached in the absence of the error.””” (*Donohue v. AMN Services, LLC*, *supra*, 29 Cal.App.5th at p. 1104.)

D. *Kamell's Evidence Does Not Compel the Conclusion Yassa and Saas Were Married*

Upon Saas's showing the account funds belonged to her, the burden shifted to Kamell to show a superior claim to the funds. (*Oxford Street, supra*, 206 Cal.App.4th at p. 307; *ITT Commercial Finance Corp. v. Tech Power, Inc., supra*, 43 Cal.App.4th at p. 1558.) Kamell asserted he had an interest in the account funds because they were the community property of Yassa and Saas based on their alleged marriage. (See § 695.020, subd. (a); Fam. Code, § 760 ["all property, real or personal, wherever situated, acquired by a married person during the marriage while domiciled in this state is community property"].) Kamell presented circumstantial evidence of a marriage between Yassa and Saas, including that Yassa told Riad and Kamell he married Saas, but the marriage was a secret; Saas's daughter changed her last name to "Yassa"; and Saas used the name "Yassa" when entering a marathon and making donations to her daughter's school.

While the trial court could have relied on this evidence to conclude Yassa and Saas were married, because Kamell had the burden to show his claim on the funds was superior to Saas's claim, on appeal he must show his evidence compels a finding in his favor as a matter of law. (*Patricia A. Murray Dental Corp., supra*, 19 Cal.App.5th at p. 270; *Atkins v. City of Los Angeles, supra*, 8 Cal.App.5th at p. 734.) Kamell's evidence does not meet this "almost impossible' burden." (*Atkins*, at p. 734.)

In finding Kamell had not met his burden to show a marriage between Yassa and Saas, the trial court noted the absence of evidence of a marriage license and "details about a date, time, [or] location of a wedding." Indeed, Riad testified

Yassa moved to San Francisco and was married in San Francisco, but the investigator was unable to locate a marriage license in the three counties in and around the San Francisco area. Similarly, the trial court found the daughter's name change and the instances in which Saas used the name "Yassa" were not sufficient evidence of a valid legal marriage, noting there was conflicting evidence in that Yassa and Saas "filed for a business in two separate names." The trial court heard Kamell and Riad's testimony regarding out of court statements made by Yassa concerning the purported marriage, and "we presume the trial court found the plaintiff's evidence lacks sufficient weight and credibility to carry the burden of proof." (*Patricia A. Murray Dental Corp., supra*, 19 Cal.App.5th at p. 270.) As the trial court stated, ". . . I don't find that the evidence is compelling." Kamell's evidence did not compel a finding in his favor as a matter of law, and was not "of such a character and weight as to leave no room for a judicial determination that it was insufficient to support a finding." (Ibid.)¹⁵

¹⁵ Because we affirm the judgment of the trial court, Saas's August 9, 2018 motion to strike Kamell's certificate of interested persons is denied as moot. Saas also requests \$1,250 in sanctions on appeal because Kamell served his opening brief and amended certificate of interested persons on Saas personally, rather than on her counsel, as required by California Rules of Court, rule 8.25(a)(1). Kamell opposes the request, arguing despite "exhausting all reasonable methods" he was unaware Saas was represented on appeal when he personally served her. To the contrary, the record reflects Saas's counsel served Kamell with a substitution of attorneys on January 19, 2018, more than five months before Kamell filed his opening brief. While we do not condone Kamell's violation of the Rules of Court, his conduct is not so egregious as to warrant the imposition of sanctions on

DISPOSITION

The judgment is affirmed. Saas is to recover her costs on appeal.

FEUER, J.

WE CONCUR:

PERLUSS, P. J.

SEGAL, J.

appeal. (Cf. *Pierotti v. Torian* (2000) 81 Cal.App.4th 17, 29-31 [counsel's multiple procedural violations, which "ma[de] a mockery" of rules and continued in reply brief after violations were identified in respondent's brief, warranted sanctions on appeal]; *Alicia T. v. County of Los Angeles* (1990) 222 Cal.App.3d 869, 884-885 [awarding sanctions on appeal based on "flagrant[]" violations of court rules, including inclusion of improper facts and unpublished case authority in briefs].) Accordingly, Saas's request for sanctions on appeal is denied.